

# EXHIBIT D

Great American Life Insurance Company  
P.O. Box 203098 | Austin, TX 78720-3098

October 4, 2016

Michelle King  
4015 Chapparral Rd.  
Helena, MT 59602

Insured: Robert King  
Policy Number: AI00001227  
Re: Claim Approval

Dear Ms. King:

We have completed the review of Mr. King's claim for benefits under his Great American Life Insurance Long Term Care Policy. Mr. King is eligible for Home and Community Care Benefits (Home Health Care) beginning August 2, 2016 – the date of the on-site benefit evaluation and the date Mr. King was certified Chronically III. Benefits are subject to the conditions and limitations of the Policy.

**Elimination Period**

Benefits are subject to a sixty (60) day Elimination Period that must be met before qualified benefits are payable. The Elimination Period is met by days on which Qualified Long Term Care Services covered by the policy are provided, and days need not be consecutive. The Elimination Period needs to be met only once during the life of the policy.

**Home and Community Care Benefits**

Once the Elimination Period has been met, we can begin paying benefits for eligible care. We will pay benefits when Mr. King receives Home and Community Care or Hospice services. Eligible care under the Home and Community Care Benefit is Qualified Long Term Care from a Home Health Care Provider, an Independent Caregiver, or an Adult Day Care center.

For Home and Community Care, we will pay benefits as follows:

For Home and Community Care or Hospice Services received during the first thirty (30) consecutive calendar days after satisfaction of the Elimination Period, for care received during a day, we will pay the lesser of:

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1. Two (2) times the Maximum Home and Community Care Benefit, or
2. The amount of money remaining in the Maximum Lifetime Benefit; or
3. The total of:
  - A. the expenses incurred for occupational, physical, respiratory, or speech therapy; or nursing care services provided by a registered nurse (R.N.) or a licensed practical or vocational nurse (L.P.N. or L.V.N.); and
  - B. the expenses incurred for Maintenance and Personal Care Services provided by a Home Health Care Provider or Independent Caregiver; and
  - C. the expenses incurred for home delivered meals, special meals, nutrition services; and
  - D. the expenses incurred from an Adult Day Care Center and transportation between the Home and the Adult Day Care Center.

For Home and Community Care or Hospice Services received beginning with the thirty-first (31st) calendar day after the satisfaction of the Elimination Period, for care received during a day, We will pay the lesser of:

1. The Maximum Home and Community Benefit, or
2. The amount of money remaining in the Maximum Lifetime Benefit; or
3. The total of:
  - A. the expenses incurred for occupational, physical, respiratory, or speech therapy; or nursing care services provided by a registered nurse (R.N.) or a licensed practical or vocational nurse (L.P.N. or L.V.N.); and
  - B. the expenses incurred for Maintenance and Personal Care Services provided by a Home Health Care Provider or Independent Caregiver; and
  - C. the expenses incurred for home delivered meals, special meals, nutrition services; and
  - D. the expenses incurred from an Adult Day Care Center and transportation between the Home and the Adult Day Care Center.

### **Benefit Amounts and Periods**

The Maximum Daily Facility Benefit elected when the policy was purchased was \$100.00. The original Maximum Lifetime benefit is \$73,000.00.

### **Waiver of Premium Benefit**

Mr. King may also be eligible for the Waiver of Premium Benefit. Under this benefit, we will waive any premium that becomes due after 90 days of covered Qualified Long Term Care services. These services must be received within 365 days of the first date those services began. We will refund the pro-rata portion of any premium paid for the period Mr. King qualifies for waiver of premium. The Waiver of Premium Benefit will end if Mr. King becomes ineligible to continue to receive benefits under this policy. Please continue to pay premiums on the policy until eligibility for this benefit has been determined and it has been implemented.

### **Continued Eligibility**

Mr. King will continue to be eligible for benefits as long as he is unable to perform, without Substantial Assistance from another person, at least 2 Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or he requires Substantial Supervision to protect himself from threats to health and safety due to a Severe Cognitive Impairment; and he has been certified by a Licensed Health Care Practitioner within 12 months that you need the aforementioned care (certified as Chronically III).

### **Effect of Medicare**

Please note under SECTION 3: EXCLUSIONS of the policy where WHEN THIS POLICY WILL NOT PROVIDE BENEFITS are outlined, the policy states:

This Policy will not pay benefits for any care services that are: ...

8. A. Reimbursable under Title XVIII of the Social Security Act (Medicare) or would be so reimbursable but for the application of a deductible or coinsurance amount, or  
B. Reimbursable under any other federal, or state health care plan or law, except Medi-Cal or Medicaid.

We will reduce Our benefits payable by the dollar amount paid from the government health care plan or law to the extent that the combination of Our coverage and governmental coverage exceeds the actual charge for the covered services.

This policy will not pay benefits for any care that Medicare pays for either partially or in full, but days on which Medicare pays benefits may apply to the Elimination Period.

### **Proof of Loss - Invoicing**

In order to meet the Elimination Period and to pay benefits, we require itemized invoicing for eligible care provided to Mr. King. The claim file indicates that Mr. King is receiving services from St. Peter's Hospice and A-Plus Health Care. We will need itemized invoicing for the services provided to Mr. King in addition to the agencies state issued home care agency license and a W-9 with the agencies federal tax identification number.

The next section of this letter will explain how to submit invoicing for Home Health Care through LTCFastPay.

### **LTCFastPay (Timekeeping/Invoicing)**

For the Home Health Care Benefit, we will refer you to our **LTCFastPay** group to assist with the process of submitting claims invoices for Home Health Care on an ongoing basis. Our LTCfastpay program is an easy, paperless claim process. LTCFastPay uses your home phone to record days worked and services provided, and submits the information directly to claims processing so reimbursement for care occurs as quickly as possible. A representative from the LTCFastPay team will contact you to help you complete the enrollment process and answer any questions you may have. They will also take the necessary steps to provide invoicing.

### **Next Steps for You**

1. Submit an address change if needed
2. Enroll with LTCFast Pay for Home Health Care
3. Provider Claim Form and the following form St. Peter's Hospice:
  - o RN Assessment
  - o Plan of Care
  - o Copy of current agency license
  - o Itemized invoicing and daily notes for each date of service
4. The following from A-Plus Health Care:
  - o RN Assessment
  - o Plan of Care
  - o Copy of current agency license
  - o Itemized invoicing and daily notes for each date of service

Any documents may be faxed to our offices at (888) 695-2581. Please reference your policy number on any submissions in order to expedite handling and processing.

If you have any questions, please contact our office at (866) 830-0607.

Sincerely,

Hope Rosales, Claims Representative  
Long Term Care Claims Department

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